

EXHIBIT O

November 17, 2011

RE: NPA and Note as defined below

Keith Wellner
For WTT (as defined below)
Chief Operating Officer
Weston Capital Management
767 Third Avenue - 25th Floor
New York, New York 10017

Dear Mr. Weller

This letter is to be read in conjunction with the Note and NPA as defined below. The representations made in this letter are a material inducement to WTT (defined as Wimbledon Fund (Class TT), a class of a Cayman Islands Segregated Portfolio Company) who has relied on the representations contained herein in making their decision to enter into that certain note dated November 14, 2011 (Note) between WTT and Swartz IP Services Group Inc. ("SIP") and that certain Note Purchase Agreement dated November 14, 2011 between WTT and SIP (NPA).

SIP represents and warrants as follows:

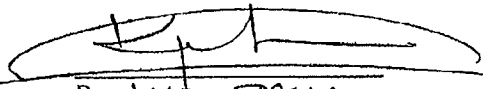
1. SIP maintains an account at Deutsche Bank Alex Brown in its name, ACCT #: **5XL068080 (DB Account.)**
2. Until such time as that certain note dated November 14, 2011 (Note) between SIP and Wimbledon Fund (Class TT), a class of a Cayman Islands Segregated Portfolio Company (WTT) has been repaid in full, SIP agrees to maintain the DB Account and agrees not to transfer funds out of the DB Account other than in accordance with the terms of this letter, the Note or the Note Purchase Agreement dated November 14, 2011 between WTT and SIP (NPA.)
3. Upon receipt of \$12.5 million from WTT, SIP agrees to make the following distributions:
 - a. \$3,025,675 to Partners Fund
 - b. \$4,474,325 to or as directed by Pineboard Holdings Inc.
4. SIP agrees that until such time as the Note is repaid in full, SIP shall not repay any loans outstanding to any party (including but not limited to shareholders of SIP) which either arise directly from the proceeds of the Note or from any profits derived from the proceeds of the Note.
5. From the proceeds of the Note, SIP agrees to either
 - a. invest the sum of \$12.5 million in securities to be held at the DB Account and borrow the sum of \$7.5 million against said securities, and thereafter make the payments itemized in paragraph 3 above or
 - b. make the payments itemized in paragraph 3 above and there after invest the remaining \$5 million in liquid securities to be held in the DB Account until such time as the Note matures or redemptions are called for under the NPA

6. Until such time as the Note is repaid in full, SIP shall maintain in the DB Account the sum of \$5 million less any Redemption (as defined in the NPA) in either cash or liquid assets.

If the above reflects your understanding of our agreement, please indicate so by signing below.

Yours Truly,

Swartz IP Services Inc.


By: Kia Chan

Agreed and confirmed

WTT

By: _____